

**Full Medal Jacket Breeding Contract**

2009 Black Stallion By: Coats N Tails x Mysisterscertifiable

This agreement is made between the Mare owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Medal Jacket, Robin & Karen Baker and attending Stallion Station.

Mare Owner Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_

Day Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Evening Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Mare Owner agrees that he/she is the registered owner or acting as the agent of the registered owner of

Mare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Association: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg. #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(please include a copy of Mares Papers, if a TB, we must also receive her T# through AQHA)

 **1. Engagement/Breeding Fee:** The Mare Owner, Robin and Karen Baker, Owners of Full Medal Jacket and attending Stallion Station agree to breed the above mare to the stallion Full Medal Jacket for a breeding fee of $1500.00 or Qualified Discounted rate of $\_\_\_\_\_\_ which includes all fees, except shipping during the 2018 breeding season. A non-refundable booking deposit of $500 is payable upon the execution of this breeding contract. This fee is applied toward the breeding fee. The remainder of the breeding fee is payable prior to any shipment of semen. If bred on the farm, the balance of the fee is paid upon arrival and before any insemination of said mare. Said mare will also not be bred until Robin & Karen Baker, Owners of Full Medal Jaket have received this completed Contract, Mares Papers and payment in full.

**2. Other Services and Expenses:** It is understood that in addition to the above-stated breeding fee, Mare Owner shall pay board expenses as well as all Veterinarian services and related expenses including transportation to a veterinary facility, farrier services, special dietary services, and all OTHER services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare and/or foal. Full Medal Jacket (or stallion staion) will issue monthly statements of all above charges and Mare Owner agrees to pay these charges in full upon receipt. Above mentioned charges shall be paid in full whether or not the Mare is settled. In the event such payments are not received when due, Mare Owner acknowledges and agrees Mare Owner shall pay Full Medal Jacket (or stallion station) a 1.5% monthly carrying fee on the total sum of any amount not paid when due. Mare Owner shall pay all reasonable attorneys’ fees, paralegal fees, accountant fees and any other cost and expenses incurred by Full Medal Jacket (or Stallion Station) in pursuing collection of the sums owed under this Agreement

**3. Shipped Semen Terms and Conditions:** Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth and fully incorporated herein.

a. Shipping Fees: There will be a $\_\_\_ fee per shipment if semen sent Fed Ex. If the semen needs to be sent counter to counter (air) there will be a charge of $\_\_\_ per shipment. If the mare does not settle on the first shipment each additional shipment will be the same price. Semen picked up at the farm by Mare Owner or courier will be charged $\_\_\_ per shipment. Canadian semen Recipient will be responsible for HST charges and USDA stamp charges. The charge for next day to Canada will be $\_\_\_

b. Semen Requests: Requests for semen will need to call the night before to be placed on the shipping list. To insure your mare’s shipment, please call no later then 10am to inform us if you are need of a shipment that day . It is best to keep us informed on your mare’s progress so we can make sure each mare requesting semen will have their dose available to them. There will be no charge for cancellations; however please let us know as early as possible that you will not need it that day. However Mare owners can call on any day, as due to cancellations, semen may be available. Semen collections and shipments are performed on a Monday, Wednesday and Friday schedule. Saturday collects are possible, with the only option being Flights. If a flight is needed (counter to counter) you will need to call the day before to get a pending flight scheduled.

**6. Semen Handling:** Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. Full Medal Jacekt (or stallion stalion) may refuse to ship semen if it is believed the insemination is not proper or the mare is not healthy. Full Medal Jacket (or stallion station) reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of cooled semen. In addition if multiple requests are made for shipped semen for a mare that has failed to settle via shipped semen, Full Medal Jacket (or stallion station) reserves the right to insist said mare must be brought to Facility where Full Medal Jacket is standing to manage further breeding attempts during the remainder of said year or the return breeding year.

**7. Conditions for Acceptance of Mare:** The mare shall be in a healthy and sound breeding condition; free from infections, contagious or transmissible diseases. A current negative Coggins Test, a photocopy of registration papers (both sides), health certificate, and any health records must accompany the mare upon arrival. Full Medal Jacket (or stallion station) reserves the right to refuse to accept any mare which is (1) not in proper condition, or (2) which does not have all of the records, tests, and registration documents as required herein. Full Medal Jacket (or stallion station) agrees to provide suitable facilities for the care of the mare and/or foal while on site. If any extraordinary healthcare is required for the mare and/or foal, Full Medal Jacket (or stallion station) shall diligently try to contact the mare owner listed by telephone provided prior to taking any required action. The inability to contact the mare owner does not supersede the breeding manager’s best interest for the welfare of the mare and/or foal. The breeding staff agrees to diligently try to settle the contracted mare and shall have sole discretion of determining the best method of breeding. The Mare Owner agrees to give ample opportunity to settle the mare, through at least two (2) heat-periods. If the mare leaves Facility where Full Medal Jacket is standing prior to confirmation of pregnancy the mare owner will provided Full Medal Jacket with proof of pregnancy by ultrasound prior to the 60th day of gestation to maintain the live foal guarantee. If, however, the mare does not settle, the Mare Owner/Agent will hold Full Medal Jacket (or stallion station)blameless. It is the goal of Full Medal Jacket and said stallion station to get a mare bred as soon as possible after her arrival. However, there may be times during the breeding season when there are more mares in heat with a breeding follicle than can be bred on a given day. During these times Full Medal Jacket and stallion station must give priority to some mares over others taking into consideration multiple factors. The Mare Owner understands that the Breeder will do all that is feasible to minimize lost breeding cycles.

**8. Live Foal Guarantee:** Full Medal Jacket provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term “live foal” means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by Full Medal Jacket, for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of a $250.00 rebreed charge/Chute Fee and all boarding and or semen shipping charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement.

\*This obligation for Full Medal Jacket to rebreed will apply only if the Mare Owner notifies Owners of Full Medal Jacket within forty-eight (48) hours of foaling that the Mare did not produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other the Stallion before returning to the Stallion Full Medal Jacket. If Mare Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled Full Medal Jacket is released from all obligations of this agreement.

**9. Certificate and Multiple Foals:** Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, Full Medal Jacket shall issue one breeder’s certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal.

**10. Substitution**: If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and Full Medal Jacket will work to provide other suitable option to satify breeding. Alternatively, if frozen semen for the Stallion exists and is available, Full Medal Jacket may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for shipped frozen semen. If the Mare dies before being settled, (a veterinarian report will be required as verification) another mare may be substituted only upon expressed written consent of Full Medal Jacket for the remainder of 2018 or the rebreed year 2019

**11. Waiver:** The undersigned agrees that Full Medal Jacket (or stallion station) and its agents and employees will not be responsible for accident, injury, sickness or death to the mare or its foal; whether from fire, flood, theft, act of god, negligence by Full Medal Jacket (or stallion station) or any of its agents or employees, or for any other reason. The undersigned agrees to and shall indemnify and hold harmless Full Medal Jacket (or stallion station) and its agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind. This includes all expenses of litigation, court costs & attorney’s fees, for injury to or death of the mare or its foal arising out of or in connection with the services performed by Full Medal Jacket or attending Statiion Station under this contract, regardless of whether such injuries or death are caused in whole or in part out of negligence of the Full Medal Jacket (or stallion station) or its agents or employees.

**12**. This contract is non-assignable and non-transferable.

**Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

**Counterparts and Facsimiles:**This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with digital signatures binding the party so signing.

**Address to be shipped to (Fed Ex)**

Shipping Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Contact Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Saturday Delivery Available at above address: Yes\_\_\_\_\_\_ No \_\_\_\_\_

If No, please provide a Saturday Shipping Adress \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*(Note, please check the availability of Saturday Delivery)

Closest Major Airport and City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Robin or Karen Baker, Owners of Full Medal Jacket Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare Owner Date: